

MARKET CONDUCT EXAMINATION

OF

FIREMAN'S FUND INSURANCE COMPANY

AND AFFILIATES

777 SAN MARIN DRIVE

NOVATO, CALIFORNIA 94998

JULY 1, 1998 –JUNE 30, 1999

Seattle Washington
August 17, 2000

Deborah Senn
Insurance Commissioner
Olympia, Washington 98504

Pursuant to your instructions and in compliance with the laws of the State of Washington, and as promulgated by the National Association of Insurance Commissioners and the Office of the Insurance Commissioner (OIC) a market conduct examination has been made of the

Fireman's Fund Insurance Company
and Affiliates

777 San Marin Drive

Novato, California 94998

and this report of examination is respectfully submitted.

This was the second examination of the companies. This was a full examination of the companies a personal and commercial lines between July 1, 1998 and June 30, 1999, except complaints. The comp were received between 1995-1999 were reviewed for adverse trends. The examination included a review the following areas:

Advertising	Agent licensing
Complaints	Underwriting and Rating
Rate & Form Filings	Cancellation, Non-Renewal, and Decline to Write
Claims Settlement Practices	

The previous examination in 1989 resulted in violations involving advertising, underwriting documentat rating, cancellation and non-renewal practices, and claims settlement practices.

Similar violations reported in the first exam were also found in this examination. Those findings are iden the appropriate sections of this report:

RCW 48.30.050 - Advertising materials were found in both examinations that did not identif address of the home office or principal office.

WAC 284-24-100 - Policies were identified in both examinations that were rated with sched plans. These policies did not contain sufficient documentation to support the debits or credit: exceeded the 25% scheduled rating cap.

WAC 284-30-570 - Policies were identified in both examinations that contained non-renewa that did not give the reason for the company's action in clear and simple language or contain reason for the company's action.

WAC 284-30-360 - Claim files were identified in both examinations that did not contain an acknowledgement of the claim or respond to pertinent communication on the claim within th time-frames.

WAC 284-30-390 - Claim files were identified in both examinations that had total losses set that did not include the appropriate sales tax, license and transfer fees, or were settled with e that contained comparable vehicles outside the local market area.

The examination was performed in regional offices in Seattle, Washington, Sacramento and San Diego, and Earth City, Missouri.

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EXAMINATION REPORT CERTIFICATION

This examination was conducted in accordance with Office of the Insurance Commissioner and National Association of Insurance Commissioners market conduct examination procedures. Sally Anne Carpenter Shirley M. Merrill, who both participated in the preparation of this report, performed this examination.

I certify that the foregoing is the report of the examination, that I have reviewed this report in conjunction pertinent examination work papers, that this report meets the provisions for such reports prescribed by th of the Insurance Commissioner, and that this report is true and correct to the best of my knowledge and b

Pamela Martin

Chief Market Conduct Examiner

Office of the Insurance Commissioner

State of Washington

HISTORY AND OPERATIONS

Fireman's Fund Insurance Company commenced operations in 1864 under the laws of California. The status of the company has undergone several changes during its history. In January 1991 it became, along with its subsidiaries, a wholly owned subsidiary of Allianz Insurance Company, a subsidiary of Allianz of Germany, which is a subsidiary of Allianz Aktiengesellschaft, of Munich, Germany.

The companies authorized to conduct business in Washington are:

- American Automobile Insurance Company
- American Insurance Company
- Associated Indemnity Corporation
- Fireman's Fund Insurance Company
- Fireman's Fund Insurance Company of Nebraska
- Fireman's Fund Insurance Company of New Jersey
- Fireman's Fund Insurance Company of Wisconsin
- National Surety Corporation
- Warner Insurance Company

The companies are licensed in Washington to sell both personal and commercial products including the automobile, garage, umbrella, property, general liability, surety, marine, and transportation cover products are sold through independent agents. Recently, the companies started selling personal lines auto through a direct marketing program.

Herbert F. Hansmeyer, Chairman of the Board, leads the company.

ADVERTISING

Advertising documents were examined to determine compliance with the following laws:

RCW 48.30.040 "No person shall knowingly make, publish, or disseminate any false, deceptive or misleading representation or advertisement in the conduct of the business of insurance, or relative to the business of insurance, or relative to any person engaged therein."

RCW 48.30.050 "Every advertisement of, by, or on the behalf of an insurer shall set forth the name in full of the insurer and the location of its home office or principal office, if any, in the United States (if an alien insurer, the location of its principal office in the United States)." (RCW 48.30.050)

WAC 284-30-660 "It is an unfair or deceptive practice and an unfair method of competition pursuant to RCW 48.30.10 for any insurance company, broker, agent, or solicitor in connection with the business of insurance to utilize quotations or evaluations from rating or advisory services or other independent sources, in a manner calculated to deceive the persons to whom the information is directed...."

Twenty-six pieces of advertising were reviewed. These consisted of brochures and newsletters that were distributed to consumers or provided to agents to show to consumers. Our findings are as follows:

- 18 documents were in violation, as they did not contain the location of the home office or principal required in RCW 48.30.050. Violations were also noted in the prior examination. (See Appendix I

Subsequent event: *The company has taken steps to ensure all brochures, newsletters and advertisements consumer properly reflect the location of the home office.*

AGENT LICENSING AND APPOINTMENTS

Policy records selected for the new and renewal underwriting sample were also used for the agent-licensing sample. TI compared the agent listed on the policy with the Office of the Insurance Commissioner's (OIC) records to ensure that age business for the companies were licensed and appointed pursuant to the requirements of RCW 48.17.060 and RCW 48.17.160

RCW 48.17.060 "(1) No person shall in this state act as or hold himself out to be an agent, broker, solicitor, or adjuste licensed therefor by this state."

RCW 48.17.160 "(1) Each insurer on appointing an agent in this state shall file written notice thereof with the commissione prescribed by the commissioner, and shall pay the filing fee therefor as provided in RCW 48.14.010...."

Both commercial and personal lines of business in Washington are written through independent agents, with the exception writing of some personal automobile policies. The examiners found that all agents in the sample were licensed and appoi companies.

COMPLAINTS

The purpose of this section of the examination was to review the companies' complaint handling procedures and compliance t 30-650. The complaints were also reviewed for possible adverse trends in claim handling or underwriting.

WAC 284-30-650 "It is an unfair practice for an insurer, ...to fail to respond promptly to any inquiry from the insurance comr relative to the business of insurance. A lack of response within 15 business days from the receipt of the inquiry will be consid untimely."

The companies have written complaint procedures and a "tracking database" system. All complaints are to be entered on this s monitoring purposes. The complaint procedures address all types of complaints including insurance department inquiries, insu party complaints. The Corporate Consumer Affairs division is responsible for all complaints received in the president's office companies' home office. Complaints received in other offices are to be responded to by the regional claims executive. The coi procedures require all complaints be acknowledged within 24 hours of receipt. They allow 3 days for responses to non- depart insurance (DOI) inquiries and 7 days to respond if the complaint is received from a DOI or other regulatory agency.

The companies' complaint logs for 1995 -1999 were reviewed. The logs contained 55 entries including direct complaints to ar companies from insureds or third parties, and insurance department inquiries. Twenty-five files were selected for review. The were distributed evenly between marketing/underwriting and claims. All complaints contained timely responses. No adverse t identified.

Our findings are as follows:

RCW 48.05.190 "(1) Every insurer shall conduct business in its own legal name."

- 3 complaint files were in violation because written responses were on pre-printed generic letterhead, and did not identify the insuring company. (See Appendix II for detail.)

Subsequent event: The companies have revised form letters to correctly identify the insuring company.

UNDERWRITING AND RATING

The examiners selected 414 policies from a population of 16,901 new and renewed commercial policies and personal policy examination. Forms that become part of the policies were reviewed as part of this underwriting sample. Files were reviewed if:

the companies follow their filed rating plans

the companies use only approved policy forms and endorsements

the companies follow their underwriting rules consistently

the companies were in compliance with Washington State laws and regulations

The examiners also manually rated policies to determine if there were any programmed errors in the companies' computer systems the companies were using their filed and approved rates.

COMMERCIAL LINES

Our findings are as follows: (Files may be listed more than once because they contained multiple violations.)

RCW 48.05.190(1) "Every insurer shall conduct its business in its own legal name."

- 104 violations were identified in 35 policy files and binders because the legal name of the company was not identified, incorrectly or because generic letterhead was used. (See Appendix II for detail.)

Subsequent event: The companies have revised form letters to correctly identify the insuring company.

RCW 48.19.040(6) "When a filing is required no insurer shall make or issue an insurance contract or policy except in accordance with filing then in effect, except as provided by RCW 48.19.090."

- 6 files were in violation for not following the company's filed rating plans. A total of \$1557.00 was returned to 4 insurers. (See Appendix III for detail.)

WAC 284-24-100 states in part:

"(2) A plan shall provide no more than 25% credit (reduction) or debit (charge). A schedule rating plan shall not be combined with other rating plans or rules in such a way that the schedule rating plan affects the premium by more than 25%."

"(5) A plan must provide for an objective analysis by the insurer and be based on specific factual information supporting the rating."

"(7) A plan shall be administered equitably and applied fairly to every eligible risk which an insurer elects to insure. Records of the development of individual risk modifications shall be retained by the insurer for a minimum of three years or until the next regular examination by the insurance department of its domicile, whichever is later and made available at all reasonable times for the commissioner's examination. Such records must include:

copies of all documentation used in making each particular determination, even though a credit or debit may not result."

- 14 files were in violation of WAC 284-24-100 because of insufficient documentation or inappropriate reasons to support credits, or the company exceeded the 25% scheduled rating cap. Violations were also noted in the prior examination. (See Appendix III for detail.)

WAC 284-24-070 (1-5) allows insurers to use (a) rates (or refer to company) when the insurer has no rate, guide rate or rating for a certain class of insureds.

§(3) states, in part, that (a) rates "shall be based on a documented underwriting analysis of:

- a. Specific definable loss potential characteristics,
- b. Analogy to similar exposures, and
- c. Available loss frequency and severity data."

§(5) "Insurers writing risks subject to this regulation shall maintain separate documentation, including loss experience on each risk and shall be prepared to provide such documentation to the insurance commissioner upon request."

- 1 file was in violation of WAC 284-30-370 because the company was not able to provide sufficient documentation to support use of the (a) rate. (See Appendix III for detail.)

PERSONAL LINES

One personal auto policy was found to have an error. The insured had moved. The company had corrected the mailing address but had not corrected the garaging location of the vehicles. The examiners returned the policy for correction. The correction resulted in a refund of \$459.00 returned to the insured.

WAC 284-30-560(2)(a) "Such binder must be dated, identify the insurer in which coverage is bound, briefly describe the coverage, state the date and time coverage is effective and acknowledge receipt of the amount of any premium money received."

- 6 binders were in violation because they did not show the correct name of the insurer. (See Appendix IV for detail)

RCW 48.22.085(2) "A named insured may reject, in writing, personal injury protection coverage and the requirements of subsection (1) of this section shall not apply."

- 1 policy was in violation because it did not have a signed PIP rejection form as required. The companies' procedures require a signed rejection. (See Appendix IV for detail.)

RCW 48.05.190(1) "Every insurer shall conduct its business in its own legal name."

- 24 violations in 20 policy files were identified because the letters did not identify the insuring company. (See Appendix V for detail)

Subsequent event: The companies have revised form letters to correctly identify the insuring company.

RCW 48.19.040(6) "When a filing is required no insurer shall make or issue an insurance contract or policy except in accordance with the filing then in effect, except as provided by RCW 48.19.090.

The examiners found the companies did not consistently apply alarm credits allowed in their filing for smoke detectors or burglar alarms. The filed rating manual allows 2% credit for smoke alarm or burglar alarm "No alarm transmitted." No other definition, explanation or clarification was contained in the rating manual. When questioned about this, the companies told the examiners that if the alarm

"provide a source of alarm external to the home" the credit was not applicable. It is the opinion of the Insurance Commission that any type of detector (either smoke or burglar) that triggers a noise designed to alert people to danger is an "alarm". Webster dictionary defines 'transmit' as: "To convey or dispatch from one person, place or thing to another." Accordingly, the credit is applied to all policies that have smoke detectors or motion detectors. The examiners believe that the companies are not in accordance with their filed rating manual with regards to alarms. The company is unable to identify the number of violations by manually examining every application for homeowner's coverage.

Subsequent event: The companies' intent is not to allow any credit for smoke detectors that are not designed to provide an alarm external to the home. They are clarifying the language in their underwriting manual, and will re-file it prior to December 31, 2000. The companies will also send a memo to all Washington agents clarifying the guidelines on alarms.

The examiners identified one file that did not rate correctly when manually rated. This led to the identification of a program that affected policies written in the HO6 program since a 1998 programming change.

- 29 policies were in violation because they were not rated according to their filing. This occurred because of a calculation error in the automated rating program of the HO6 program, which was corrected during the exam. Refunds from these policy cancellations totaled \$895.00 for 24 policyholders. (See Appendix IV for detail)
- 1 policy was in violation because it was not rated according to the filing. Because of its fire protection class the policy had been rated in a higher tier. The policy will be corrected at the next policy renewal.
- 1 policy was in violation because it was not rated according to the filing. The vehicle was incorrectly identified and rated as a performance vehicle. The policy was re-rated resulting in \$187.00 being returned to the insured. (See Appendix IV for detail)

CANCELLED, NON-RENEWED AND DECLINED POLICIES

The examiners selected 139 policies from a population of 1727 commercial and personal policies for the examination. The policies were either cancelled or non-renewed during the exam period. The files were reviewed to determine if the company was in compliance with state laws governing cancellations and non-renewals. Eighty-eight "declined to write" quotes were also reviewed.

Our findings are as follows:

WAC 284-30-570 "Whenever an insurer is required by law to give the reason for its canceling, denying, or refusing to renew a policy, for example, pursuant to RCW 48.18.291, 48.18.292, or 48.30.320, it shall give the true and actual reason for its action in clear language, so that the insured or applicant need not resort to additional research to understand the reason for the action."

- 3 violations were identified because:

There was no reason given.

The reason given was "losses" and no other details were provided.

The reason given was "lack of underwriting information."

This violation was noted in the prior examination. (See Appendix V for detail.)

RCW 48.18.292(5) "No insurer shall refuse to renew liability and/or collision insurance of an automobile policy on the basis that the insured covered by the policy of the insurer submitted one or more claims under comprehensive, road service, or towing coverage policy."

- 1 personal lines auto policy was non-renewed. The reason given included 3 comprehensive losses. (See Appendix V for detail)

RCW 48.17.591(1) "No insurer authorized to do business in this state may cancel or refuse to renew any policy because contract with the independent agent has been terminated by the insurer, the agent, or by mutual agreement."

- 1 commercial policy was in violation because the non-renewal notification gave the following reason for the company: "Your present insurance agent no longer represents Fireman's Fund." (See Appendix V for detail)

Subsequent event: The companies will address the training on Washington laws regarding cancellation and non-September 15, 2000.

CLAIMS

The examiners selected 477 claims from a population of 2693 commercial claims and 253 claims from a population of 4586 personal claims for the examination. The files were examined for compliance with laws and regulations including those governing fair practices, total loss settlement practices, salvage disposal, and subrogation.

The companies acknowledged that they were not paying claims for loss of use, (rental) for insureds with UMPD claims who had purchased separate rental coverage. Based on the policy language in the Washington UMPD form the examiners believe that rental reimbursement should be covered. After some discussion, the companies agreed to change their claims procedures to include rental settlements for these claims.

Two claim files contained processing errors because the claim handler applied the wrong deductible or incorrectly calculated the claim. The examiners referred these files to the companies for correction resulting in an additional \$1259.08 returned to two policyholders. The claim numbers are:

- 860 99 652195
- 860 98 730844

Our findings are as follows:

RCW 48.05.190(1) "Every insurer shall conduct its business in its own legal name."

- 277 violations were identified in 136 personal, commercial or surety claim files because the correspondence in the file did not identify the insuring company. This occurred because the stationary and fax sheets that were used were generic and did not specifically identify the insuring company either in the letterhead or the signature-block, or because forms used identified the wrong insurance company. (See Appendix VI for detail.)

Subsequent event: The companies have revised form letters to correctly identify the insuring company. Claims personnel have been given instruction on the importance of compliance.

The following are defined as unfair claim practices:

WAC 284-30-330:

"(2) Failing to acknowledge and act reasonably promptly upon communications with respect to claims arising under an insurance policy."

- 4 claim files were in violation because the claim handlers failed to acknowledge the claim and act promptly. (See Appendix VII for detail.)

"(4) Refusing to pay a claim without conducting a reasonable investigation."

- 2 claim files were in violation because the claim handler did not recognize the potential for the underinsured coverage. Appendix VI for detail.)

"(5) Failing to affirm or deny coverage of claims within a reasonable time after proof of loss statements have been completed.

- 1 claim file was in violation because the claim handler took 41 days to deny a theft loss on equipment not covered on t policy. (See Appendix VI for detail.)

"(6) Not attempting in good faith to effectuate prompt, fair and equitable settlements of claims in which liability has become clear..."

- 1 claim was in violation. The claim handler accepted liability January 5th on a subrogation notice but did not pay the claim February 12th. (See Appendix VI for detail.)

"(9) Making claim payments to insureds or beneficiaries not accompanied by a statement setting forth the coverage under which payment was made."

- 160 checks issued on 37 claims were in violation because they did not contain an explanation of coverage under which payment was made. (See Appendix VI for detail.)

"(11) Delaying the investigation or payment of claims by requiring an insured, claimant or the physician of either to submit a claim report and then requiring subsequent submissions which contain substantially the same information."

- 1 claim file was in violation because the claim handler reviewed the documentation submitted by the insured and then of loss to the insured for signature, although the documentation was sufficient to pay the claim. (See Appendix VI for detail.)

WAC 284-30-340 "The insurer's claim files shall be subject to the examination by the commissioner or by his duly appointed auditor. Such files shall contain all notes and work papers pertaining to the claim in such detail that pertinent events and the dates of occurrence can be reconstructed."

- 17 claim files did not contain documentation of all phone calls, explanations or dates of coverage resolution, or the not sufficient detail to satisfy the requirements of the regulation. (See Appendix VI for detail.)

WAC 284-30-350 "(1) No insurer shall fail to fully disclose to first party claimants all pertinent benefits, coverage or other information contained in an insurance policy or insurance contract under which a claim is presented."

- 14 claim files were in violation because the claim handler failed to explain all pertinent benefits or coverage to first party claimants. (See Appendix VI for detail.)

- 1 file was in violation because the claim handler did not understand the coverage and initially denied the claim. This was corrected during the examination. (See Appendix VI for detail.)

WAC 284-30-360(1) "Every insurer, upon receiving notification of a claim shall, within ten working days...acknowledge receipt of the claim unless payment is made within such period of time..."

- 7 files were in violation because of delays between the notification of a claim and acknowledgement of the claim (See Appendix VI for detail.)

"(3) An appropriate reply shall be made within ten working days,... on all other pertinent communications from a claimant that reasonably suggest that a response is required."

- 10 claim files contained 10 letters that did not meet the time frame requirement. This violation was noted in the prior examination.

(See Appendix VI for detail.)

"(4) Every insurer, upon receiving notification of claim, shall promptly provide necessary claim forms, instructions and assistance so the first party can comply with policy conditions and the insurer's reasonable requirements..."

- 1 claim file was in violation because the claim handler failed to promptly provide the Personal Injury Protection application. (See Appendix VI for detail.)

WAC 284-30-370 "Every insurer shall complete the investigation of a claim within thirty days after notification of the claim investigation cannot reasonably be completed within such time..."

- 20 claim files were in violation because they did not contain information in the log notes to indicate why the investigation longer than 30 days, or it was evident to the examiners that the claim handlers were responsible for the delays. (See Appendix VI for detail.)

WAC 284-30-380 "(1) Within fifteen working days after receipt by the insurer of properly executed proofs of loss, the first party shall be advised of the acceptance or denial of the claim by the insurer..."

- 1 claim file was in violation because of the delay between receipt of claim documents and claim payment. (See Appendix VI for detail.)

WAC 284-30-390 (1)(a)(b)(i-ii) and (c)

"(1) When an insurance policy provides for the adjustment and settlement of first party automobile total losses on the basis of value or replacement with another of like kind and quality, one of the following methods must apply:

(a) The insurer may elect to offer a replacement automobile with a specific comparable automobile available to the insured, including applicable taxes, license fees and other fees incident to transfer of evidence of ownership of the automobile paid, at no cost or deductible provided in the policy..."

(b) The insurer may elect a cash settlement based upon the actual cost, less any deductible in the policy to purchase a comparable automobile including all applicable taxes, license fees, and other fee incident to transfer of evidence of ownership of a comparable automobile. The cost may be determined by

- The cost of a comparable vehicle in the local market area when a comparable automobile is available in the local market area. The settlement offer which relies upon the prices of automobiles advertised for sale in local newspapers may include only prices of vehicles verified by the insured as being comparable in age and condition to the insured automobile, or
- One of two or more quotations obtained by the insurer from two or more qualified dealers within the local market area. If a comparable vehicle is not available in the local market area. An insurer must accurately describe the age and condition of the insured automobile..."

(c) When a first party automobile total loss is settled on a basis which deviates from the methods described in subsections (1)(b) of this section, the deviation must be supported by documentation giving the particulars of the automobile condition. Any deduction of such cost, including deduction for salvage, must be measurable, discernible, itemized and specified as to the dollar amount appropriate in amount..."

- 168 claim files did not meet this requirement because the market value was not established according to the requirements of the regulation, or the license fees, sales taxes and/or transfer fees were not included in the settlement. When this violation was brought to the attention of the examiners from the initial sample, the company was instructed to review all total loss settlements from 1998 – present. Additional payments of \$24,513.34 were sent to 165 insureds. Violations were noted in the prior examination. (See Appendix VI for detail)

WAC 284-30-395 "(1) Within a reasonable time after receipt of actual notice of an insured's intent to file a claim for personal injury protection medical and hospital benefits claim, and in every case prior to denying, limiting, or terminating an insured's

hospital benefits, an insurer shall provide a written explanation of the coverage provided by the policy. The notice must include that the insurer may deny, limit, or terminate benefits if it determines the medical or hospital services are not:

- a. Are not reasonable;
- b. Are not necessary;
- c. Are not related to the accident; or
- d. Are not incurred within three years of the automobile accident.

These are the only grounds for denial, limitation, or termination of medical and hospital services permitted pursuant to RCW 48.22.095, or 48.22.100."

The companies acknowledged that they were unaware of this regulation until this examination and at the examiners request, per 366 PIP claim files with payments made between January 1, 1998 and September 30, 1999.

- 376 violations were identified because the files did not contain documentation to satisfy this regulation. 10 of these files identified in the Appendix as an example of the violation. The complete list of files is contained in the work papers. (See Appendix VI for detail.)

Subsequent event: The companies implemented a procedure to include a form letter that satisfies the requirement of the with every personal injury protection application distributed.

RCW 46.12.070 and WAC 308-58-020 (1) requires the insurer to notify the Department of Licensing (DOL) of a completing the Total Loss Claim Settlement Report or forwarding the title to DOL marked destroyed.

- 15 files did not contain documentation that the DOL was notified. (See Appendix VI for detail.)

INSTRUCTIONS

1. The companies are instructed to comply with RCW 48.30.050 and show the location of their home or principal place of business. (Page 7)
2. The companies are instructed to comply with RCW 48.05.190(1) and establish procedures that ensure policy documents and correspondence correctly identify the legal name of the insuring company. (Pages 9,10,12 & 14)
3. The companies are instructed to comply with RCW 48.19.040 (6) and always issue their policies in accordance with the applicable regulations. (Pages 10 & 12)
4. The companies are instructed to comply with all documentation requirements, apply their schedule rating plan to eligible risks and not combine this plan with any other plan as to exceed the 25% cap as required in WAC 284-30-560 (7). (Page 10)
5. The companies are instructed to comply with WAC 284-24-070 (1)-(5) and have the documented underwriting process for specific items as defined in the regulation. (Page 11)
6. The companies are instructed to comply with WAC 284-30-560 by ensuring all binders identify the correct insuring company name on the binder. (Page 12)
7. The companies are instructed to comply with RCW 48.22.085 (2) and obtain the PIP coverage rejection in writing when required. (Page 12)
8. The companies are instructed to comply with WAC 284-30-570 to ensure notices of non-renewal or cancellation of coverage insured are in clear simple language that requires no additional research for the insured to understand the action. (Page 13)
9. The companies are instructed to comply with RCW 48.18.292 (5) when canceling liability and or collision coverage. (Page 13)
10. The companies are instructed to comply with RCW 48.17.591 (2) (b) regarding non-renewals when they have terminated their contract with their agent. (Page 13)
11. The companies are instructed to comply with WAC 284-30-330 (2), which requires insurers to acknowledge and

- reasonably promptly upon notice of a loss. (Page)
12. The companies are instructed to comply with WAC 284-30-330 (4) by conducting a reasonable investigation before refusing to pay a claim. (Page 14)
 13. The companies are instructed to comply with WAC 284-30-330 (5) by affirming or denying coverage of claims within a reasonable time. (Page 15)
 14. The companies are instructed to comply with WAC 284-30-330 (6) and pay claims promptly once proof of loss is accepted or liability has been accepted. (Page 15)
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15. The companies are instructed to comply with WAC 284-30-330(9) and identify the specific coverage under which payments are made to first party insureds or beneficiaries. (Page 15)
 16. The companies are instructed to comply with WAC 284-30-330 (11) and no longer delaying a claim by requiring insured to submit a preliminary claim report and then requiring subsequent submissions which contain substantially the same thing. (Page 15)
 17. The companies are instructed to comply with WAC 284-30-340 to ensure claim files contain all required work product log notes. (Page 15)
 18. The companies are instructed to comply with WAC 284-30-350 (1) insurers and their agents must fully disclose to party claimants all pertinent benefits of a policy under which a claim is presented. (Page 15)
 19. The companies are instructed to comply with WAC 284-30-360(1) and (3) to ensure timely responses to notices of pertinent correspondence. (Page 14, 16)
 20. The companies are instructed to comply with WAC 284-30-360 (4) by promptly providing necessary claim form instructions and reasonable assistance so the first party claimants can comply with policy conditions and the insured's reasonable requirements. (Page 16)
 21. The companies are instructed to comply with WAC 284-30-370 to investigate all claims within 30 days unless it cannot reasonably be completed within this timeframe. (Page 16)
 22. The companies are instructed to comply with WAC 284-30-380, which requires the companies, must accept or deny a claim within 15 working days after receiving a proof of loss. (Page 16)
 23. The companies are instructed to comply with WAC 284-30-390(1)(a)(b)(i-ii) and (c) when establishing the market value of total loss vehicles, including payment of all applicable taxes and license fees. (Page 17)
 24. The companies are instructed to comply with WAC 284-30-395(1) by sending a written explanation of Personal Protection coverage and limitations as required. (Page 17)
 25. The companies are instructed to comply with RCW 46.12.070 and WAC 308-58-020 (1) by notifying the Department of Licensing about total loss vehicles as required. (Page 18)
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APPENDIX I

Advertising

RCW 48.30.050

Form number	Form name
60102(E) 8-99	For the client who has everything
60132-4-99	Fireman's Fund The Company of Choice
60067(A)97	Do your customers want more coverage at no extra cost?
1082656	Coverage activation form
03098500	Coverage activation form

02043959	Coverage activation form
08642768	Coverage activation form
01319128	Coverage activation form
020087984	Coverage activation form
No form number	Coverage activation form cover letter
60109-9-98	Fireman's Fund Jewelry and Silverware Inventory Record
No form number July 1998	Fireman's Fund Northwest News Vol.3, No.1
No form number August 1998	Fireman's Fund Northwest News Vol.4, No.1
November 1998	Fireman's Fund Northwest News
January 1999	Fireman's Fund Northwest News
60086(A) 4-98	Fireman's Fund Private Event Coverage for Memorable Celebrations
60163-8-99	Prestige A High Valued Personal Insurance Program Packet with enclosures
61148(A) 1-97	Fireman's Fund Personal Insurance Billing and Collection Options

APPENDIX II

Violation of RCW 48.05.190 (1) Every insurer shall conduct its business in its own legal name.

Insurance Commissioner Complaints

Policy number	Comment
Z 72083620	1 letter did not show the correct insurer's name
PAA 00016155	1 letter did not show the correct insurer's name
840 98 001988	1 letter did not show the correct insurer's name

Commercial Underwriting

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Policy number	Comment
MZX 80716585	1 Accord Evidence of Property Insurance did not show the true name of the insurer
MXX 80721006	1 non-renewal notice, 7 letters and 5 certificates of insurance did not show the actual name of the insurer
MZX 80698294	5 certificates of insurance showed an incorrect name of insurance company
XYZ 74627829	1 letter used generic Fireman's Fund letterhead and did not contain the true name of the insuring company
MXG 80706884	1 letter used generic Fireman's Fund letterhead and did not contain the true name of the insuring company
MZX 80700421	3 Letters used generic Fireman's Fund letterhead and did not contain the true name of the insuring company
MZI 80351436	3 letters used generic Fireman's Fund Insurance companies letterhead. The actual insurer, Fireman's Fund Insurance Company was not identified
MZI 80365970	3 letters used generic Fireman's Fund letterhead, and did not identify the actual insurer
MZX 80703172	5 certificates of insurance showed incorrect name of insurance company
MXX 80713266	2 binders and 3 letters showed an incorrect company name
MXI 80365295	3 letters did not show the correct company name
990016808	1 letter declining to quote a risk utilized generic name letterhead
MXZ 80684061	1 certificate of insurance and 1 premium notice showed incorrect name of insurance company
MXX 80712576	1 letter used generic letterhead, specific company name not identified
MZX 80710389	5 letters used generic letterhead, specific company name not identified

CLS 900 47 37	3 letters used generic letterhead, specific company name not identified
XYZ 83711689	1 letter used generic letterhead, specific company name not identified
FRM 80188861	1 policy declarations pages and 1 letter showed generic name, Fireman's Fund, not the true and actual name of the insuring company
FRM 06578590	1 policy declarations pages showed generic name, Fireman's Fund, not the true and actual name of the insuring company
FRM80189910	1 policy declarations page and 1 letter show generic name, Fireman's Fund, not the true and actual name of the insuring company
FRM 06566294	3 certificates of insurance and 3 letters showed the generic name, Fireman's Fund, not the true and actual name of the insuring company
FRM 06572812	1 declaration page did not show correct name of insuring company, generic name was used
FRM 80198939	3 letters showed the generic name, Fireman's Fund, not the true & actual name
FRM 80190505	1 letter used generic letterhead, specific company name not identified
FRM 80193348	16 certificates of insurance were issued utilizing an incorrect company name
FRM 80190595	4 letters showed the generic name, Fireman's Fund, not the true & actual name
FRM 06565605	1 letter used generic letterhead, specific company name not identified
FRM 80193434	1 letter used generic letterhead, specific company name not identified
FRM 06566494	1 letter used generic letterhead, specific company name not identified
FRM 80190838	3 letters showed the generic name, Fireman's Fund, not the true & actual name
FRM 06266717	1 letter showed the generic name, Fireman's Fund, not the true & actual name
FRM 80193721	1 letter was issued using an incorrect company name
MZX 80716585	1 Acord Evidence of Property Insurance utilized a generic name of Fireman's Fund, the actual insurer is National Surety Corporation

FRM 06572310	1 declarations page showed generic name, Fireman's Fund, not the true & actual name
AZC 80568593	2 coverage binders issued in Fireman's Fund Insurance Company, actually issued in National Surety Corporation

Person Lines Underwriting

Policy number	Comments
NZA 3373612	1 binder and 1 letter did not show the correct insurer name
PAA 00036611	1 billing statement and 1 letter to additional insured did not identify the insurer
PAA 00017979	2 letters did not show the correct name of the insurer
PAA 00028445	2 letters did not show the correct name of the insurer
PAA 00033283	1 letter did not show the correct name of the insurer
PAA 00026302	1 letter did not show the correct name of the insurer
PAA 00011360	1 letter did not show the correct name of the insurer
PAA 00043142	1 letter did not show the correct name of the insurer
PAA 00036177	1 letter did not show the correct name of the insurer
PAA 00028780	1 letter did not show the correct name of the insurer
PAA 00030181	1 letter did not show the correct name of the insurer
PAA 00028870	2 letters did not show the correct name of the insurer
VZA 12267566	1 letter did not show the correct name of the insurer
PAA 00020067	1 letter did not show the correct name of the insurer
PAA 00021249	1 letter did not show the correct name of the insurer
PAA 00018567	1 letter did not show the correct name of the insurer
PAA 00035466	1 letter did not show the correct name of the insurer
PAA 00023994	1 letter did not show the correct name of the insurer
PAA 00029369	1 letter did not show the correct name of the insurer

PAA 00037785	1 letter did not show the correct name of the insurer
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Commercial Lines Claims

Claim number	Comments
860 98 645440	1 letter did not show the correct insurer
860 98 647569	1 letter did not show the correct insurer
080 99 631912	1 letter did not show the correct insurer
860 98 646915	2 letters did not show the correct insurer
860 99 650716	1 letter of release of claim did not show the correct insurer
860 99 651961	1 letter of release of claim did not show the correct insurer
860 99 652583	1 letter did not show the correct insurer
860 99 652303	2 letters did not show the correct insurer
860 98 649623	1 letter did not show the correct insurer
860 98 648999	1 letter did not show the correct insurer
860 98 648904	9 letters did not show the correct insurer
860 99 651620	2 letters did not show the correct insurer
860 98 647577	2 letters did not show the correct insurer
860 99 651884	1 letter did not show the correct insurer
860 99 651297	3 letters did not show the correct insurer
860 98 645410	1 letter did not show the correct insurer
860 99 652357	1 letter did not show the correct insurer
860 99 651177	4 letters did not show the correct insurer
860 98 730940	2 letters did not show the correct insurer
860 98 730938	4 letters did not show the correct insurer

860 98 646706	2 letters did not show the correct insurer
860 99 651579	1 Fax did not show the correct insurer
860 99 651800	1 letter did not show the correct insurer
860 98 647301	2 letters did not show the correct insurer
B080 A98 627865	1 letter did not show the correct insurer
860 98 647450	8 letters did not show the correct insurer
860 98 649636	1 claim release did not show the correct insurer
860 L99 652806	2 letters & 1 claim release did not show the correct insurer
860 L98 649380	3 letters did not show the correct insurer
860 99 652386	1 letter did not show the correct insurer
860 L99 651667	2 letters did not show the correct insurer
B860 L98 730844	1 letter did not show the correct insurer
860 99 731471	2 letter did not show the correct insurer
860 99 651172	1 letter did not show the correct insurer
B860 L98 647054	1 letter did not show the correct insurer
860 99 651340	1 letter did not show the correct insurer
860 99 651427	1 letter did not show the correct insurer
860 98 649583	1 letter did not show the correct insurer
860 98 647284	1 letter did not show the correct insurer
B 456 S 98 004918	4 letters did not show the correct insurer
B 456 S 98 004735	1 check, 1 claim release & 6 letters did not show the correct insurer
H 456 S 97 003931	1 check & 12 letters did not show the correct insurer
H 456 S 98 004613	1 check did not show the correct insurer
H 456 S 97 004100	1 check did not show the correct insurer
H 456 S 97 003933	2 checks & 6 letters did not show the correct insurer

H 456 S 97 003972	1 check did not show the correct insurer
H 456 S 97 003935	2 checks & 9 letters did not show the correct insurer
H 456 S 97 003925	1 check & 7 letters did not show the correct insurer
H 456 S 97 003927	3 checks & 19 letters did not show the correct insurer
H 456 S 97 003871	1 check & 1 letter did not show the correct insurer

Personal Lines Claims

Claim number	Comment
120 98 155042	1 letter did not show the correct insurer
120 98 159900	1 letter did not show the correct insurer
120 98 157000	1 letter did not show the correct insurer
120 98 001064	1 letter did not show the correct insurer
120 98 001103	1 letter did not show the correct insurer
120 98 153009	1 letter did not show the correct insurer
840 98 006187	1 letter did not show the correct insurer
952 98 023139	1 letter did not show the correct insurer
840 98 001988	7 letters did not show the correct insurer
120 98 149285	3 letters did not show the correct insurer
840 98 002772	5 letters did not show the correct insurer
120 98 152185	1 letter did not show the correct insurer
120 98 137257	5 letters did not show the correct insurer
120 98 004040	5 letters did not show the correct insurer
120 98 159674	5 letters did not show the correct insurer
840 98 002394	2 letters did not show the correct insurer
120 98 156359	1 letter did not show the correct insurer

120 99 165898	1 letter did not show the correct insurer
120 99 163996	1 letter did not show the correct insurer
120 98 157284	1 letter did not show the correct insurer
120 98 158854	1 letter did not show the correct insurer
120 99 162412	1 letter did not show the correct insurer
120 98 157737	1 letter did not show the correct insurer
120 99 161166	1 letter did not show the correct insurer
120 99 161140	1 letter did not show the correct insurer
120 99 001276	1 letter did not show the correct insurer
120 98 160506	1 letter did not show the correct insurer
120 99 164621	1 letter did not show the correct insurer
120 99 161903	1 letter did not show the correct insurer
120 99 161655	1 letter did not show the correct insurer
120 98 159733	1 letter did not show the correct insurer
120 98 160162	1 letter did not show the correct insurer
120 98 160033	1 letter did not show the correct insurer
120 99 163599	1 letter did not show the correct insurer
120 99 162594	1 letter did not show the correct insurer
120 99 161229	1 letter did not show the correct insurer
120 98 158295	1 letter did not show the correct insurer
120 98 159177	1 letter did not show the correct insurer
840 98 004377	1 letter did not show the correct insurer
840 98 004414	1 letter did not show the correct insurer
840 98 005401	1 letter did not show the correct insurer
120 98 158149	1 letter did not show the correct insurer

840 98 005759	1 letter did not show the correct insurer
840 98 004854	1 letter did not show the correct insurer
840 98 005746	1 letter did not show the correct insurer
840 98 004027	1 letter did not show the correct insurer
120 98 159960	1 letter did not show the correct insurer
120 99 162964	1 letter did not show the correct insurer
120 98 157954	1 letter did not show the correct insurer
120 98 166039	1 letter did not show the correct insurer
840 98 003910	1 letter did not show the correct insurer
840 98 003331	1 letter did not show the correct insurer
120 99 163410	1 letter did not show the correct insurer
120 99 162836	1 letter did not show the correct insurer
120 99 001495	1 letter did not show the correct insurer
120 99 001249	1 letter did not show the correct insurer
120 98 159763	1 letter did not show the correct insurer
120 98 158840	1 letter did not show the correct insurer
120 98 157402	1 letter did not show the correct insurer
840 98 003457	1 letter did not show the correct insurer
840 98 005695	1 letter did not show the correct insurer
840 98 003750	1 letter did not show the correct insurer
840 98 004766	1 letter did not show the correct insurer
840 98 005078	1 letter did not show the correct insurer
120 98 156021	1 letter did not show the correct insurer
120 98 158608	1 letter did not show the correct insurer
840 98 004834	3 letters did not show the correct insurer

120 99 165029	1 letter did not show the correct insurer
120 99 162136	1 letter did not show the correct insurer
120 99 164680	1 letter did not show the correct insurer
840 99 008489	1 letter did not show the correct insurer
860 84 511277	5 letters did not show the correct insurer
120 99 163205	2 letters did not show the correct insurer
840 98 005513	1 letter did not show the correct insurer
120 99 163351	1 letter did not show the correct insurer
120 99 162512	1 letter did not show the correct insurer
606 99 006489	1 letter did not show the correct insurer
952 99 024872	1 letter did not show the correct insurer
120 98 155677	1 letter did not show the correct insurer
120 99 161655	1 letter did not show the correct insurer
120 98 160235	1 letter did not show the correct insurer
120 99 161457	2 letters did not show the correct insurer
860 98 648141	1 letter did not show the correct insurer
120 98 160315	1 letter did not show the correct insurer
840 98 004283	1 letter did not show the correct insurer
120 98 156575	6 letters did not show the correct insurer

APPENDIX III

Underwriting and Rating – Commercial Lines

RCW 48.19.040(6)

Policy Number	Comment
MGZ 80702048	\$480 was returned to insured, company did not apply property deviation as required by their filed plan

MZX 80668259	\$286 was returned to insured, scheduled debits were applied to an ineligible premium
MZX 80697599	\$263 was returned to insured, scheduled debits were applied to an ineligible premium
SMR 41668498	Credits were applied with no filed plan to allow credits
MXX 80729087	Filing does not allow the insurer to waive a large additional premium , as was done
DXX 80703108	\$ 528 was returned to the insured, the company had waived a return audit premium

WAC 284-24-100

Policy number	Comment
MZX 80700421	Insufficient supporting documentation for applying credits
FRM 80193348	An inappropriate reason was given for applying credits
FRM 06566320	An inappropriate reason was given for applying credits
FRM 80189030	An inappropriate reasons were given for applying credits
FRM 80189728	Insufficient supporting documentation and inappropriate reason given for applying debits
FRM 80190838	Insufficient supporting documentation in regarding the debits applied to the risk
FRM 80190505	An inappropriate reason was given for applying credits
FRM 80193721	Insufficient supporting documentation, for not applying credits or debits
ABC 80619139	Insufficient supporting documentation when changing amount of credits applied
MXX80721006	Insufficient supporting documentation for applying credits
MZA 80196497	Company exceeded the 25% cap by applying 25% schedule rating & 5% from their Merit rating plan
AZC 80552227	Company exceeded the 25% cap by applying 25% schedule rating & 8% from their Premium Discount rating plan

AZC 80595151	Company exceeded the 25% cap by applying 20% schedule rating & 10% from their Premium Discount rating plan
FRM 80193348	An inappropriate reason was given for applying credits

WAC 284-24-070(1)-(5)

Policy number	Comment
MXX 80721006	Insufficient documentation to support (a) rate

APPENDIX IV**Underwriting and Rating - Personal Lines****WAC 284-30-560 (2)**

Policy number	Comment
NZA3317470	Binder did not show the correct name of the insurer
NZA3373612	Binder did not show the correct name of the insurer
NZA2291435	Agent used initials rather than spelling out the insuring company name
NZB3092553	Binder did not show the correct name of the insurer
NZB 4081001	Binder did not identify the true name of the insurer
NZB 3795087	Binder did not identify the true name of the insurer

RCW 48.22.085

Policy number	Comment
PAA 00032755	Signed Personal Injury Protection form for rejection of coverage not on file

RCW 48.19.040 (6)

Policy number	Comment
NZB3276510	Policy did not qualify for the company in which it was written because of its fire protection classification. The correction resulted in additional premium, which the company has waived. The company has agreed to correct at the next renewal
PAA00043472	Policy was placed in a higher rating tier because the company incorrectly rated the vehicle as one of a High Exposure, sports or performance car. \$ 187.00 was returned to the insured
N2360212	Computer programmed error. Policy period 10-01-98 Undercharged \$86.00
N2360212	Computer programmed error. Policy period 10-01-98 Undercharged \$18.00
N6849477	Computer programmed error. Policy period 08-16-98 Overcharged \$58.00
N6849477	Computer programmed error. Policy period 08-16-99 Overcharged \$58.00
N3053980	Computer programmed error. Policy period 01-17-99 Overcharged \$30.00
N3053980	Computer programmed error. Policy period 01-17-00 Overcharged \$15.00
N0358095	Computer programmed error. Policy period 08-01-00 Overcharged \$4.00
N0358095	Computer programmed error. Policy period 08-01-00 Overcharged \$4.00
N3513723	Computer programmed error. Policy period 09-14-99 Overcharged \$76.00
N2282637	Computer programmed error. Policy period 09-14-99 Overcharged \$45.00
N2282637	Computer programmed error. Policy period 09-14-99 Overcharged \$117.00
N0365329	Computer programmed error. Policy period 03-10-98 Undercharged \$138.00
N0365329	Computer programmed error. Policy period 03-10-98 Undercharged \$90.00
N1009713	Computer programmed error. Policy period 10-01-98 Undercharged \$100.00

N1009713	Computer programmed error. Policy period 09-14-99 Overcharged \$33.00
N3657427	Computer programmed error. Policy period 07-12-99 Overcharged \$55.00
N3217522	Computer programmed error. Policy period 07-09-99 Overcharged \$27.00
N3716191	Computer programmed error. Policy period 09-08-99 Overcharged \$33.00
N3716191	Computer programmed error. Policy period 09-08-99 Overcharged \$33.00
N2196263	Computer programmed error. Policy period 07-10-99 Overcharged \$13.00
N2196263	Computer programmed error. Policy period 07-10-99 Overcharged \$12.00
N2991224	Computer programmed error. Policy period 06-16-00 Overcharged \$45.00
N3364108	Computer programmed error. Policy period 10-26-99 Overcharged \$15.00
N3350927	Computer programmed error. Policy period 10-26-99 Overcharged \$14.00
N3350927	Computer programmed error. Policy period 10-26-99 Overcharged \$15.00
N1189706	Computer programmed error. Policy period 10-26-99 Overcharged \$15.00
N2642860	Computer programmed error. Policy period 01-19-99 Overcharged \$13.00
N2642860	Computer programmed error. Policy period 01-19-00 Overcharged \$15.00
N1027334	Computer programmed error. Policy period 10-20-99 Overcharged \$15.00

APPENDIX V

Cancellations, non-renewals and declines, Commercial and Personal lines

WAC 284-30-570

Policy number	Comment
MXI 80367947	No reason given
FRM 06572161	The reason given was "losses" No indication of how many or type of loss
MXX 80681978	The reason given was "lack of underwriting information"

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RCW 48.18.292 (5)

Policy number	Comment
VZA 11879688	Company included comprehensive losses as the reason for non-renewing a policy

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RCW 48.17.591(1)(b)

Policy number	Comment
AZC 80516296	Policy was non-renewed with the reason as agent no longer represents Fireman's Fund

APPENDIX VI**Claims****WAC 284-30-330 (2)**

Claim number	Comment
860 98 649583	Claims handler failed to acknowledge and act reasonably promptly upon communications with respect to a claim
860 99 652951	Claims handler failed to acknowledge and act reasonably promptly upon communications with respect to a claim
952 98 020024	Claim was denied until an attorney became involved, claim was reconsidered and coverage was extended. Coverage amounts were

	shown on a response to a complaint filed by the Insurance Commissioner's inquiry.
129 98 156359	Claim handler failed to act reasonably promptly upon communications with respect to claims

WAC 284-30-330(4)

Claim number	Comment
840 98 003910	Claim handler did not do a reasonable investigation prior to refusing to pay claim. Claim was later paid
840 98 005952	Claim handler did not do a reasonable investigation and did not recognize the potential for underinsured motorist coverage

WAC 284-30-330 (5)

Claim number	Comment
860 98647804	Denial of claim took 41 days, no proof of loss was required of the insured

WAC 284-30-330 (6)

Claim number	Comment
860 98 649413	Claim handler accepted liability January 5 th , did not pay the subrogation amount until February 12 th

WAC 284-30-330 (9)

Claim number	Comment
860 98 647289	Coverage was not identified on 1 claim payment check
860 99 651884	Coverage was not identified on 1 claim payment check

860 98 647506	Coverage was not identified on 4 claim payment checks
860 98 648141	Coverage was not identified on 1 claim payment check
860 99 652712	Coverage was not identified on 2 claim payment checks
860 99 652063	Coverage was not identified on 1 claim payment check
860 99 652583	Coverage was not identified on 1 claim payment check
860 98 649380	Coverage was not identified on 3 claim payment checks
860 99 652590	Coverage was not identified on 2 claim payment checks
680 98 580237	Coverage was not identified on 1 claim payment check
860 98 647577	Coverage was not identified on 3 claim payment checks
860 98 648221	Coverage was not identified on 1 claim payment check
860 99 651961	Coverage was not identified on 3 claim payment checks
860 99 651317	Coverage was not identified on 1 claim payment check
860 99 650989	Coverage was not identified on 20 claim payment checks
860 99 652806	Coverage was not identified on 1 claim payment check
860 99 652386	Coverage was not identified on 5 claim payment checks
860 98 648878	Coverage was not identified on 4 claim payment checks
860 99 650471	Coverage was not identified on 5 claim payment checks
860 99 651180	Coverage was not identified on 1 claim payment check
860 98 647338	Coverage was not identified on 2 claim payment checks
860 98 730883	Coverage was not identified on 1 claim payment check
860 98 730844	Coverage was not identified on 4 claim payment checks
860 99 731327	Coverage was not identified on 2 claim payment checks
860 99 652951	Coverage was not identified on 4 claim payment checks
860 98 646900	Coverage was not identified on 1 claim payment check
120 98 001064	Coverage was not identified on 10 claim payment checks

120 98 153009	Coverage was not identified on 41 claim payment checks
120 99 163410	Coverage was not identified on 1 claim payment check
840 98 005434	Coverage was not identified on 2 claim payment checks
840 98 002394	Coverage was not identified on 10 claim payment checks
120 98 156359	Coverage was not identified on 10 claim payment checks
120 98 157402	Coverage was not identified on 1 claim payment check
840 99 008437	Coverage was not identified on 4 claim payment checks
120 98 157954	Coverage was not identified on 1 claim payment check
840 98 004283	Coverage was not identified on 4 claim payment checks
120 98 156575	Coverage was not identified on 1 claim payment check

WAC 284-30-330(11)

Claim number	Comment
120 98 158098	Claim handler reviewed the documentation submitted by the insured, then sent a proof of loss to the insured for signature

WAC 284-30-340

Claim number	Comment
860 99 731074	Incomplete file documentation
860 98 647569	Incomplete file documentation
860 98 647343	Incomplete file documentation
860 99 650716	Incomplete file documentation
860 98 647618	Incomplete file documentation
860 98 648878	Incomplete file documentation
840 98 003457	Incomplete file documentation
120 98 159946	Incomplete file documentation

952 98 020534	Incomplete file documentation
120 98 157683	Incomplete file documentation
840 98 003118	Incomplete file documentation
120 98 158295	Incomplete file documentation
120 98 159575	Incomplete file documentation
120 98 156359	Incomplete file documentation
952 98 020024	Incomplete file documentation
840 98 003331	Incomplete file documentation
120 99 162964	Incomplete file documentation

WAC 284-30-350

Claim number	Comment
860 98 647506	Claim handler failed to explain all pertinent benefits to first party claimant
860 98 645440	Claim handler failed to explain all pertinent benefits to first party claimant
860 99 731338	Claim handler failed to explain all pertinent benefits to first party claimant
120 98 155280	Claim handler failed to explain all pertinent benefits to first party claimant
840 98 006187	Claim handler failed to explain all pertinent benefits to first party claimant
120 98 157683	Claim handler failed to explain all pertinent benefits to first party claimant
606 98 004040	Claim handler failed to explain all pertinent benefits to first party claimant
120 98 156359	Claim handler failed to explain all pertinent benefits to first party claimant
120 98 158295	Claim handler failed to explain all pertinent benefits to first party claimant

840 98 005880	Claim handler failed to explain all pertinent benefits to first party claimant
120 99 162353	Claim handler failed to explain all pertinent benefits to first party claimant \$85 was returned to insured
120 98 155042	Claim handler failed to explain all pertinent benefits to first party claimant
840 98 004283	Claim handler failed to explain all pertinent benefits to first party claimant
840-98-005952	Claim handler misinformed first party claimant of the coverage requirements for UMPD

WAC 284-30- 360 (1)

Claim number	Comment
860 99 651114	Company took 26 days from receipt of claim to acknowledge & begin settlement
860 99 650981	Company took 32 days from receipt of claim to acknowledge & begin settlement
860 99 651972	Company took 63 days from receipt of claim to acknowledge & begin settlement
860 99 652348	Company took 85 days from receipt of claim to acknowledge & begin settlement
860 98 649165	Company took 21 days from receipt of claim to acknowledge & begin settlement
860 98 650077	Company took 27 days from receipt of claim to acknowledge & begin settlement
860 98 650263	Company took 30 days from receipt of claim to acknowledge & begin settlement

WAC 284-30-360 (3)

Claim number	Comment
860 99 652529	Claim handler did not respond to correspondence within time frame required

860 98 648904	Claim handler did not respond to 7 letters within the time frame required
860 98 648878	Claim handler did not respond to correspondence within time frame required
860 99 652951	Claim handler did not respond to correspondence within time frame required
840 98 006187	Claim handler did not respond to correspondence within time frame required
952 98 023139	Claim handler did not respond to correspondence within time frame required
840 98 001988	Claim handler did not respond to correspondence within time frame required
120 98 149285	Claim handler did not respond to correspondence within time frame required
840 98 002772	Claim handler did not respond to correspondence within time frame required
840 98 003118	Claim handler did not respond to correspondence within time frame required

WAC284-30-360 (4)

Claim number	Comment
840 98 004283	Claim handler did not promptly provide PIP application

WAC 284-30-370

Claim number	Comment
860 98 647804	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
860 98 647873	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
860 99 650875	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
860 99 651392	Investigation in excess of 30 days, nothing in the file to indicate the need for more time

860 98 649583	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
860 99 652357	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
860 99 650716	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
860 98 645440	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
860 99 731074	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
120 98 158098	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
120 98 157689	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
952 98 023139	Investigation in excess of 30 days, nothing in the file to indicate the need for more time.
840 98 003457	Investigation in excess of 30 days, nothing in the file to indicate the need for more time.
840 98 003910	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
120 98 155042	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
840 98 005880	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
120 98 156359	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
840 98 006242	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
840 98 003331	Investigation in excess of 30 days, nothing in the file to indicate the need for more time
840 98 005952	Investigation in excess of 30 days, nothing in the file to indicate the need for more time

WAC 284-30-380

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Claim Number	Comments
860 98 730800	Claim was not paid within 15 working days after receiving properly executed proof of loss. No proof of loss was required on this claim file, therefore the insured should have been advised of the acceptance or denial, within 15 working days, once the appraisal on the vehicle was received as there was no further investigation into the status of insurance on the adverse vehicle

WAC 284-30-390 (1)(a)(b)(i)(ii) and (c)

Claim Number	Comments
860 98 645440	The evaluation included vehicles not verified as comparable and the settlement did not include transfer fees \$1,029.75 paid
860 99 652386	The evaluation included vehicles not verified as comparable, not all were from the local market area, license and transfer fees were not included and calculation was not done correctly. An additional \$109.93 paid
860 98 648878	Settlement did not include sales tax, license and transfer fees. An additional \$1,627.98 paid
860 99 650471	The evaluation included vehicles not verified as comparable. An additional \$951.83 paid
860 98 647618	The evaluation included vehicles not verified as comparable
860 99 651180	The evaluation included vehicles not verified as comparable
860 98 730883	Settlement did not include license and transfer fees, additional \$237.50 paid
860 99 652031	Settlement did not include license and transfer fees, additional \$114.71 paid
860 99 731338	The evaluation included vehicles not verified as comparable, not all were from the local market area, license and transfer fees were not included and calculation was not done correctly. An additional \$1,016.90 paid
120 98 159900	Settlement did not include sales taxes, license and transfer fees, additional \$235.79 paid
840 98 005836	Settlement did not include sales taxes, license and transfer fees, additional \$333.43 paid
120 98 155280	Settlement did not include license and transfer fees, additional \$82.00

	paid
120 99 163309	Settlement did not include transfer fee. additional \$5.00 paid
84098 005401	Settlement did not include transfer fee, additional \$5.00 paid
840 99 163668	Settlement did not include transfer fee, additional \$5.00 paid
840 98 005864	Settlement did not include sales taxes, license and transfer fees, additional \$304.60 paid
840 98 005987	Settlement did not include sales taxes, license and transfer fees, additional \$734.21 paid
840 98 003118	Settlement did not include license fees, additional \$206.43 paid
840 98 002394	Settlement did not include license and transfer fees. additional \$24.55 paid
120 98 157402	Settlement did not include transfer fee, additional \$5.00 paid
120 98 158840	Settlement did not include sales taxes, license and transfer fees, additional \$422.95 paid
840 99 008437	Settlement did not include transfer fee, additional \$5.00 paid
840 98 005880	Incorrect deductible taken, settlement did not include transfer fee, additional \$405.00 paid
840 98 004377	Settlement did not include license and transfer fees, additional \$62.33 paid
120 98 157954	Settlement did not include transfer fee, an additional \$5.00 paid
120 98 155042	Settlement did not include license and transfer fees. An additional \$181.73 paid
120 98 159067	The evaluation included vehicles not in the local market area of the insured
840 99 008888	The evaluation included vehicles not in the local market area of the insured and some items were left off. An additional \$869.00 was paid
120 98 158149	The evaluation included vehicles not in the local market area of the insured and license and transfer fees were not included, additional \$270.21 paid
120 98 156575	Settlement included vehicles not in the local market area of the insured

	and license and transfer fees were not included, additional \$322.77 paid
120 98 160315	The evaluation included vehicles not truly comparable to the insured's vehicle. An additional \$379.61 paid
120 99 162964	Settlement did not include transfer fee, additional \$5.00 paid
840 98 004283	The evaluation included vehicle not verified as comparable, claim handler deducted for old damage inappropriately, and did not include transfer fee. \$1371.19 paid
606 98 004040	Settlement did not include transfer fee, additional \$5.00 paid
952 99 026485	Settlement did not include transfer fee, additional \$5.00 paid
952 99 026704	Settlement did not include transfer fee, additional \$5.00 paid
840 98 006382	Settlement did not include license and transfer fees. An additional \$ 65.10 paid
840 98 006514	Settlement did not include license and transfer fees. An additional \$85.85 paid
840 98 006663	Settlement did not include license and transfer fees. An additional \$107.60 paid
840 99 007191	Settlement did not include license and transfer fees, additional \$181.55 paid
840 99 007417	Settlement did not include license and transfer fees, additional \$ 611.58 paid
840 99 007961	Settlement did not include license and transfer fees, additional \$ 183.20 paid
840 99 008126	Settlement did not include license and transfer fees, additional \$ 66.18 paid
840 99 008890	Settlement did not include license and transfer fees, additional \$ 49.00 paid
840 99 009075	Settlement did not include transfer fee, additional \$ 5.00 paid
840 99 009453	Settlement did not include transfer fee, additional \$ 5.00 paid
840 99 009604	Settlement did not include transfer fee, additional \$ 5.00 paid
840 99 009572	Settlement did not include license and transfer fees, additional \$ 137.25 paid

840 99 009738	Settlement did not include transfer fee, additional \$ 5.00 paid
840 99 010009	Settlement did not include license and transfer fees, additional \$ 137.51 paid
840 99 010517	Settlement did not include transfer fee, additional \$ 5.00 paid
84099010496	Settlement did not include transfer fee, additional \$ 5.00 paid
84099010626	Settlement did not include license and transfer fees, additional \$ 155.00 paid
840 99 01188	Settlement did not include license and transfer fees, additional \$ 104.00 paid
840 99 011309	Settlement did not include license and transfer fees, additional \$ 284.51 paid
840 99 011730	Settlement did not include license and transfer fees, additional \$ 102.37 paid
840 99 012152	Settlement did not include transfer fee, additional \$ 5.00 paid
840 99 012267	Settlement did not include license and transfer fees, additional \$ 144.28 paid
840 99 012610	Settlement did not include license and transfer fees, additional \$ 62.75 paid
840 99 013872	Settlement did not include license and transfer fees, additional \$ 172.72 paid
840 99 013101	Settlement did not include license and transfer fees, additional \$ 153.23 paid
840 99 013514	Settlement did not include license and transfer fees, additional \$ 107.85 paid
840 99 013760	Settlement did not include license and transfer fees, additional \$ 76.24 paid
840 99 014037	Settlement did not include license and transfer fees, additional \$ 107.85 paid
840 99 014625	Settlement did not include transfer fee, additional \$ 5.00 paid
840 99 014657	Settlement did not include license and transfer fees, additional \$ 57.31 paid
840 99 014948	Settlement did not include license and transfer fees, additional \$ 116.10

	paid
840 99 015021	Settlement did not include transfer fee, additional \$ 5.00 paid
840 99 015210	Settlement did not include license and transfer fees, additional \$ 36.15 paid
840 99 015202	Settlement did not include license and transfer fees, additional \$ 283.20 paid
840 99 015324	Settlement did not include license and transfer fees, additional \$ 61.60 paid
840 99 015754	Settlement did not include license and transfer fees, additional \$ 59.30 paid
840 99 015968	Settlement did not include transfer fee, additional \$ 5.00 paid
840 99 016313	Settlement did not include license and transfer fees, additional \$ 57.25 paid
840 99 016333	Settlement did not include license and transfer fees, additional \$ 60.60 paid
840 99 016850	Settlement did not include license and transfer fees, additional \$ 33.05 paid
840 99 016909	Settlement did not include transfer fee, additional \$ 5.00 paid
840 99 017003	Settlement did not include transfer fee, additional \$ 5.00 paid
840 99 017059	Settlement did not include license and transfer fees, additional \$ 68.80 paid
840 99 017738	Settlement did not include license and transfer fees, additional \$ 35.80 paid
840 99 018078	Settlement did not include license and transfer fees, additional \$ 93.55 paid
840 99 018238	Settlement did not include license and transfer fees, additional \$ 105.65 paid
840 99 018463	Settlement did not include license and transfer fees, additional \$ 146.90 paid
840 99 018689	Settlement did not include license and transfer fees, additional \$ 148.35 paid
840 99 018798	Settlement did not include license and transfer fees, additional \$ 107.30 paid

840 99 019103	Settlement did not include license and transfer fees, additional \$ 124.90 paid
840 98 001988	Settlement did not include transfer fee, additional \$ 5.00 paid
840 98 002737	Settlement did not include sales tax, license and transfer fees, additional \$ 314.96 paid
840 98 003162	Settlement did not include license and transfer fees, additional \$ 72.76 paid
840 98 003860	Settlement did not include license and transfer fees, additional \$ 211.00 paid
840 98 004131	Settlement did not include license and transfer fees, additional \$ 131.48 paid
840 98 006215	Settlement did not include transfer fee, additional \$ 5.00 paid
840 98 005713	Settlement did not include transfer fee, additional \$ 5.00 paid
840 98 005741	Settlement did not include transfer fee, additional \$ 5.00 paid
840 98 005864	Settlement did not include license and transfer fees, additional \$799.74 paid
840 98 006187	Settlement did not include transfer fee, additional \$ 5.00 paid
840 99 008309	Settlement did not include license and transfer fees, additional \$ 156.61 paid
840 99 008406	Settlement did not include transfer fee, additional \$ 5.00 paid
840 99 009054	Settlement did not include transfer fee, additional \$ 5.00 paid
840 99 009317	Settlement did not include transfer fee, additional \$ 5.00 paid
840 98 004448	Settlement did not include sales tax, license and transfer fees, additional \$ 265.18 paid
840 98 004713	Settlement did not include license and transfer fees, additional \$ 98.65 paid
840 98 005541	Settlement did not include license and transfer fees, additional \$ 104.68 paid
840 98 005783	Settlement did not include license and transfer fees, additional \$ 244.54 paid
120 98 149277	Settlement did not include license and transfer fees, additional \$ 86.09

	paid
120 98 149285	Settlement did not include license and transfer fees, additional \$ 57.01 paid
120 98 150879	Settlement did not include license and transfer fees, additional \$ 69.75 paid
120 98 000548	Settlement did not include license and transfer fees, additional \$ 275.53 paid
120 98 154239	Settlement did not include license and transfer fees, additional \$ 380.10 paid
120 98 154615	Settlement did not include license and transfer fees, additional \$ 652.99 paid
120 98 157829	Settlement did not include license and transfer fees, additional \$ 80.13 paid
120 98 158342	Settlement did not include transfer fee, additional \$ 5.00 paid
120 98 158425	Settlement did not include license and transfer fees, additional \$ 94.10 paid
120 98 159330	Settlement did not include sales tax, license and transfer fees, additional \$ 91.94 paid
120 98 159379	Settlement did not include license and transfer fees, additional \$ 421.35 paid
120 98 161362	Settlement did not include license and transfer fees, additional \$ 112.78 paid
120 99 162189	Settlement did not include transfer fee, additional \$ 5.00 paid
120 99 001302	Settlement did not include transfer fee, additional \$ 5.00 paid
120 99 165921	Settlement did not include transfer fee, additional \$ 5.00 paid
120 99 165943	Settlement did not include transfer fee, additional \$ 5.00 paid
120 99 166153	Calculation error in settlement, and did not include transfer fee, additional \$105.00 paid
120 99 167815	Settlement did not include transfer fee, additional \$ 5.00 paid
120 99 001698	Settlement did not include transfer fee, additional \$ 5.00 paid

120 99 168714	Settlement did not include transfer fee, additional \$ 5.00 paid
120 99 001817	Settlement did not include transfer fee, additional \$ 5.00 paid
120 99 170003	Settlement did not include transfer fee, additional \$ 5.00 paid
120 99 170327	Settlement did not include transfer fee, additional \$ 5.00 paid
860 99 652063	Settlement did not include license fee, additional \$ 229.15 paid
860 99 651948	Settlement did not include license fee, additional \$ 21.90 paid
860 99 652831	Settlement did not include license fee, additional \$ 93.50 paid
860 99 652795	Settlement did not include license fee, additional \$ 87.58 paid
860 99 653081	Settlement did not include transfer fee, additional \$ 11.75 paid
860 99 653090	Settlement did not include transfer fee, additional \$ 11.75 paid
860 99 653408	Settlement did not include transfer fee, additional \$ 35.10 paid
860 99 654063	Settlement did not include transfer fee, additional \$ 11.75 paid
860 99 653684	Settlement did not include transfer fee, additional \$ 11.75 paid
860 99 653759	Settlement did not include license fee, additional \$ 167.05 paid
860 99 654658	Settlement did not include license fee, additional \$ 33.00 paid
860 99 655344	Settlement did not include license fee, additional \$ 10.91 paid
860 97 643471	Settlement did not include license fee, additional \$ 34.00 paid
860 98 644245	Settlement did not include license and transfer fees, additional \$ 125.13 paid
860 98 643555	Settlement did not include license and transfer fees, additional \$ 25.11 paid
860 98 644175	Settlement did not include license and transfer fees, additional \$ 290.85 paid
860 98 643953	Settlement did not include transfer fee, additional \$11.75 paid
860 98 644019	Settlement did not include transfer fee, additional \$11.75 paid

860 98 645078	Settlement did not include transfer fee, additional \$11.75 paid
860 98 645533	Settlement did not include license and transfer fees, additional \$ 20.51 paid
860 98 645820	Settlement did not include license and transfer fees, additional \$ 85.43 paid
860 98 646155	Settlement did not include license and transfer fees, additional \$ 162.81 paid
860 98 646915	Settlement did not include transfer fee, additional \$ 11.75 paid
860 98 647749	Settlement did not include transfer fee, additional \$ 11.75 paid
860 98 647770	Settlement did not include transfer fee, additional \$ 11.75 paid
860 98 647828	Settlement did not include license and transfer fees, additional \$ 132.89 paid
860 98 648405	Settlement did not include license and transfer fees, additional \$ 257.82 paid
860 98 648653	Settlement did not include license and transfer fees, additional \$ 96.45 paid
860 98 648819	Settlement did not include license and transfer fees, additional \$ 101.72 paid
860 98 648834	Settlement did not include transfer fee, additional \$ 11.75 paid
860 98 649216	Settlement did not include license and transfer fees, additional \$ 141.63 paid
860 98 649723	Settlement did not include transfer fee, additional \$ 11.75 paid
860 98 649734	Settlement did not include license and transfer fees, additional \$ 39.47 paid
080 98 629928	Settlement did not include transfer fee, additional \$ 11.75 paid
860 99 651180	Settlement did not include license fee, additional \$ 82.50 paid
860 99 651297	Settlement did not include license and transfer fees, additional \$ 119.86 paid
860 99 652031	Settlement did not include license and transfer fees, additional \$ 114.70 paid
860 99 652233	Settlement did not include the sales tax, license and transfer fees,

	additional \$716.53 paid
860 99 652715	Settlement did not include license and transfer fees, additional \$ 41.08 paid
860 99 731683	Settlement did not include license and transfer fees, additional \$ 59.96 paid
860 98 646893	Settlement did not include transfer fee, additional \$ 5.00 paid
860 98 645440	Settlement did not include transfer fee, additional \$ 11.75 paid

WAC 284-30-395

Claim number	Comments
120 98 157000	Insurer failed to provide notification to insured regarding PIP benefits, and the circumstances under which these benefits can be limited, terminated or denied
120 98 001064	Insurer failed to provide notification to insured regarding PIP benefits, and the circumstances under which these benefits can be limited, terminated or denied
120 98 001103	Insurer failed to provide notification to insured regarding PIP benefits, and the circumstances under which these benefits can be limited, terminated or denied
120 98 153009	Insurer failed to provide notification to insured regarding PIP benefits, and the circumstances under which these benefits can be limited, terminated or denied
840 98 006187	Insurer failed to provide notification to insured regarding PIP benefits, and the circumstances under which these benefits can be limited, terminated or denied
840 98 002394	Insurer failed to provide notification to insured regarding PIP benefits, and the circumstances under which these benefits can be limited, terminated or denied
120 98 156359	Insurer failed to provide notification to insured regarding PIP benefits, and the circumstances under which these benefits can be limited, terminated or denied
120 98 155042	Insurer failed to provide notification to insured regarding PIP benefits, and the circumstances under which these benefits can be limited, terminated or denied
860 99 650471	Insurer failed to provide notification to insured regarding PIP benefits, and the circumstances under which these benefits can be limited, terminated or denied

860 99 652031	Insurer failed to provide notification to insured regarding PIP benefits, and the circumstances under which these benefits can be limited, terminated or denied
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RCW 46.12.070 and WAC 308-58-020 (1) & (2)

Claim number	Comment
860 99 652031	There was nothing in the file to indicate the DMV was notified
860 98 730883	There was nothing in the file to indicate the DMV was notified
860 99 651180	There was nothing in the file to indicate the DMV was notified
860 99 650471	There was nothing in the file to indicate the DMV was notified
860 98 648878	There was nothing in the file to indicate the DMV was notified
860 98 647618	There was nothing in the file to indicate the DMV was notified
120 98 155280	There was nothing in the file to indicate the DMV was notified
120 99 163309	There was nothing in the file to indicate the DMV was notified
840 99 009059	There was nothing in the file to indicate the DMV was notified
120 98 154615	There was nothing in the file to indicate the DMV was notified
840 99 163668	There was nothing in the file to indicate the DMV was notified
840 98 001988	There was nothing in the file to indicate the DMV was notified
840 98 003118	There was nothing in the file to indicate the DMV was notified
120 98 157954	There was nothing in the file to indicate the DMV was notified
120 98 157407	There was nothing in the file to indicate the DMV was notified